

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

SHARON SMITH,

Plaintiff,

vs.

CSAA GENERAL INSURANCE  
d/b/a AAA INSURANCE  
COMPANY,

Defendant.

Case No. CJ-2014-6334

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY  
JAN 14 2015  
TIM RHODES  
COURT CLERK  
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**AMENDED PETITION**

COMES NOW the Plaintiff, above-named, and for her cause of action against the Defendant, alleges and states as follows:

1. At all times material hereto, Plaintiff, Sharon Smith, was a resident of Oklahoma City, Oklahoma County, and purchased an insurance policy from the Defendant, AAA Insurance Company in the State of Oklahoma.
2. Defendant AAA Insurance Company is an entity licensed and authorized to conduct business in Oklahoma.
3. At all times material hereto, Plaintiff was the operator of a motor vehicle in Oklahoma City, Oklahoma, on September 9, 2013, which was involved in an automobile collision at N.E. 63<sup>rd</sup> and Bryant in Oklahoma City.
4. As a result, Plaintiff sustained severe injuries and incurred expenses and damages as follows:
  - a. Medical expenses incurred and expected to be incurred in the future;
  - b. Mental and physical pain and suffering, past, and future;



- c. Lost earnings and impairment of earning capacity;
- d. other damages to be determined during discovery;

all of which are in excess of Ten Thousand Dollars (\$10,000.00).

5. At all times material hereto, Plaintiff purchased an automobile insurance policy from Defendant AAA Insurance Company with terms and provisions that Defendant will pay for uninsured/underinsured motorist claims in an automobile accident in accordance with the terms of the policy; and the affirmation that the policy is a legal contract between the Plaintiff and the Defendant AAA.

6. Defendant AAA Insurance Company has in bad faith failed, and wrongfully and unreasonably refused to honor and pay the timely claim of the Plaintiff made within the terms and provisions of the policy and in the process breached and violated the implied covenant of good faith in the contract.

7. As a result of Defendant's breach of contract, and bad faith conduct, and unreasonable refusal to honor Plaintiff's claim, Plaintiff has suffered a tremendous economic loss compensable by law in excess of \$75,000.00.

8. As a result of Defendant's bad faith dealing with the Plaintiff, and unreasonable refusal to honor Plaintiff's claim, Plaintiff has suffered severe mental and emotional distress all compensable in an amount in excess of \$75,000.00.

9. Defendants' conduct was wanton, outrageous, and reckless and evinced gross negligence such that it warrants punitive damages.

10. WHEREFORE premises considered, Plaintiff demands judgment and compensation against Defendants for actual damages in an amount in excess of \$75,000.00, and additional punitive damages in an amount in excess of \$75,000.00 reasonably calculated to

punish the Defendants for their conduct and to show others similarly situated to refrain from such practices.

Respectfully submitted,



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Attorney for Plaintiff

Attorney's Lien Claimed